

Rockwell-Swaledale CSD

Rockwell-Swaledale EA

7/1/2006 6/30/2007

● Rockwell-Swaledale Community School District



2006-2007
Master Contract

MASTER CONTRACT

between

ROCKWELL-SWALEDALE COMMUNITY SCHOOL DISTRICT

and

ROCKWELL-SWALEDALE EDUCATION ASSOCIATION

for the

2006-2007 SCHOOL YEAR

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PREAMBLE

The Board of Directors of the Rockwell-Swaledale Community School District and the Rockwell-Swaledale Education Association recognize and declare that providing a quality education of the students of the Rockwell-Swaledale Community School District is their mutual desire. As a result, both parties have reached certain understandings which they desire to confirm in this Agreement. It is agreed as follows:

ARTICLE I - DEFINITIONS

- A. The term "Board" as used in this agreement shall mean the Board of Education of the Rockwell-Swaledale Community School District or its duly authorized representatives.
- B. The term "employee" as used in this Agreement shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board, i.e. the bargaining unit shall consist of all full-time and regular part-time professional and certified employees including the classroom teacher, guidance counselors, librarians and special education teachers; excluded are the Superintendent, the building principals, and all non-certified employees and all employees excluded by Section 4 of the Act.
- C. The term "Association" as used in this Agreement shall mean the Rockwell-Swaledale Education Association or its duly authorized representatives.
- D. The term "probation" and "suspension" when applied to an employee, shall be as defined by Sections 279.27 Iowa Code, the procedures set forth in said Sections shall be followed.

ARTICLE II - IMPASSE PROCEDURES

Impasse shall be governed by the procedures outlined in Chapter 20 of the Iowa Code.

ARTICLE III - GRIEVANCE PROCEDURE

- A. (1) A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
- B. (1) Every employee by this Agreement shall have the right to present grievances in accordance with these procedures. "Grievant" is defined as the employee, employees, or the Association making the complaint.
 - (2) The failure of a grievant (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
 - (3) It is agreed that any investigation or other handling or processing of any grievance by the grievant shall be conducted as to result in minimal interference with or interruption of the instructional program and related work activities of the grieving teacher or of the teaching staff except only in the event that it is required that the grievant be present at any formal level of the grievance procedure during the work day, in which case such grievant shall suffer no loss of compensation.
 - (4) The Association's duly authorized representative may be present at any grievance hearing commencing with the second step.
- C. (1) First Step - An attempt shall be made to resolve any grievance in informal, verbal discussion between grievant and his or her principal.
 - (2) Second Step - If the grievance cannot be resolved informally, the grievant shall give the grievance in writing on the form set forth in Schedule A. The grievance form shall be available from the Association and shall be signed by the grievant and the Association representatives. The grievant shall, at a mutually agreeable time, discuss the matter with the principal. The filing of the formal written grievance at Level 2 must be within ten (10) school days of the date when the events creating such grievance become known to the grievant. The principal shall make a decision on the grievance and communicate it with reasons therefore in writing to the grievant and Superintendent within ten (10) school days after receipt of the grievance.

- (3) Third Step - In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file, within five (5) school days of the principal's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written notice is filed, the grievant and the Superintendent or his designee shall meet to resolve the grievance. The Superintendent or his designee shall file an answer within ten (10) school days of the third step grievance meeting and communicate it with reasons therefore in writing to the grievant and the principal.
- (4) Fourth Step - If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grievant to the Superintendent within ten (10) school days from receipt of Step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by two parties within seven (7) days, the Per Board will be requested to provide a panel of five arbitrators. The parties shall determine by lot which party shall have the right to remove the first name and shall do so within two (2) school days and therefore each party shall alternately strike one name with one (1) school day for the exercise of each strike until only one name shall remain. The person whose name remains shall be the arbitrator. The decision of the arbitrator will be binding by the parties.

Expenses for the arbitrator's services shall be shared by the parties. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

- D. All documents, communication, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants but shall be open to inspection by the grievant upon request at reasonable times, which inspection shall be limited to the particular grievant's personal grievance file.

ARTICLE IV - DUES DEDUCTION

A. Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues which shall be defined as ISEA unified dues and which shall not, however, include initiation fees, special assessments, back dues, or fines. The form of the assignment shall be as set forth in Appendix B.

B. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct one-ninth (1/9) of total dues from the regular salary schedule of the employee each month for nine (9) months, beginning with the September paycheck and ending with the May paycheck of each year.

C. Prorated Deduction

Employees who begin dues deduction after September shall have the total dues prorated on the basis of the remaining months of employment through May.

D. Duration

Such authorization shall continue in effect until terminated by giving of a thirty (30) day written notice to the employer.

E. Transmission of Dues

Association shall furnish to the Board Secretary no later than September 10 of each year a list of all members for whom dues are to be deducted together with the amounts of dues to be deducted. The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular period based upon the listing. Any changes in the personnel or amounts to be deducted shall be furnished by the Association to the Board Secretary at least thirty (30) days prior to such change.

F. Hold Harmless

The Association agrees to indemnify and hold harmless the Board, each individual member thereof, and all administrative personnel against any and all claims, costs, suits or liability including court costs and attorney fees, incurred as a result of the application of the provisions in this Agreement pertaining to dues deduction.

ARTICLE V - OTHER PAYROLL DEDUCTIONS

Upon written authorization from the employee, the board secretary shall deduct from the salary of any employee and make proper remittance for annuities, a credit union, and savings bonds. Prior to September 1 of each year, the Association shall notify the board secretary of the Credit Union and bank designated to be used as depositories for that school year. All members of the association desiring payroll deductions for the particular year must do so through this credit union or bank. (Any other credit unions or banks desired will not be permitted through payroll deductions.) By September 10 of each school year, the association shall furnish the board secretary with a list of all members who are to have credit union and/or savings bond deductions together with the amount to be deducted for each. Enrollment in this program is available only until September 10. A second enrollment period from January 1 to January 10 will also be available. Association members may drop out of either program at any time by notification in writing to the board secretary. Re-enrollment will be only at the two designated times.

ARTICLE VI- WAGES AND SALARIES

A. Schedule

The salary of each employee covered by the traditional salary schedule is set forth in Appendix E which is attached hereto and made a part of hereof.

B. Placement on Salary Schedule

(1) Adjustment to Salary Schedule

Each employee shall be placed on his proper step of the salary schedules as of the effective date of this Agreement and in accordance with Paragraph 2 below. Any employee hired prior to the second quarter of any school year shall be given full credit for (1) year of service toward the next increment step for the following year. Each employee presently employed is considered to be on the employee's proper step.

(2) Credit for Experience

Each employee hereafter hired shall be given credit on the employee salary schedule for previous outside teaching experience in a duly accredited school upon initial employment up to a maximum of five (5) years. Additional years experience may be credited at the discretion of the board.

(3) Returning to the District

Any employee with previous teaching experience in the Rockwell - Swaledale School District shall, upon returning to the system, receive full credit on the salary schedule for the outside teaching experience up to the maximum set forth in section 2 above. Such employees who have not been engaged in accredited teaching activities shall, upon returning to the system, be restored to the next step on the salary schedule as set forth in section 2 above - if their absence has been three years or less. After an absence of three consecutive years or more, the placement will be at the discretion of the board.

C. Advancement of Salary Schedule

(1) Increments

Employees on the regular salary schedule shall be granted on increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the Rockwell-Swaledale District for ninety-one (91) consecutive teaching days or one semester in one school year

(2) Education Lanes

- (a) Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one education lane or another, he shall file suitable evidence of additional education credit with the Superintendent no later than ten (10) days after the beginning of each semester and pay adjustments shall be retro-active to the beginning of the same semester. In order for hours to be used for advancement they must be graduate hours in the teacher's major or minor area, must be in the area teaching, or must be hours toward an advanced degree in an area requiring a master's for certification. Exceptions to this must be approved in writing by the Superintendent.
- (b) From and after July 1, 1985, employees on the regular salary schedule who wish to advance laterally from the BA+12 to BA + 24 lane may utilize recertification credits as well as graduate credits; however, recertification credits will qualify only if within the specific instructional area in which the employee is teaching at the time of obtaining such credit and further shall be limited to a maximum of 6 credits within any ten (10) year period.

D. Method of Payment

(1) Pay Periods

- (a) Each employee shall be paid in twenty-four (24) equal installments on the 10th and 25th of each month. Employees checks shall be direct deposited into the bank or financial institution of their choice. Note: this payment schedule, which replaces the previous once monthly schedule, is contingent on continuing manual or local computer payment procedures. In the event the district would go to an outside-the district computer for payroll purposes the board would have the option of returning to once monthly.

(2) Exceptions

- (a) When a pay date falls on or during a school holiday, vacation or week-end, employees shall receive their paychecks on the last previous working day.
- (b) Employees who are new to the school district may, at their option, elect to receive up to 50% of the first salary installments after the completion of the first ten work days of employment.

(3) Final Pay

Non-returning employees shall have the option of receiving their earned contract salary on the first pay period following the end of the in-school work year, upon written request to the Superintendent. Such salary payments shall be reviewed with the employee prior to June 30.

(4) Summer Checks

Summer checks shall be direct deposited into bank or financial institution of the employee's choice.

E. Extra Assignment and Extended Contract Rate

The salary schedule is based upon the regular calendar and the normal teaching load as set forth in the Agreement. Any employee whose assignment exceeds the regular employee work year (Article XI) will be additionally compensated as follows:

(1) Extended Work Year

All employees who provide professional services on days in addition to (beyond) the regular school year shall be compensated at the individual's per diem rate calculated using the traditional schedule (excluding Phase I, II, and supplemental pay).

ARTICLE VII - SUPPLEMENTAL PAY

A. Extracurricular Activities

(1) Rates of Pay for Extracurricular Activities

Employee participation in extracurricular activities which extend beyond the regularly scheduled in-service day shall be compensated according to the rate of pay stipulated in Appendix D which is attached hereto and made a part of hereof.

(2) Rates of pay

Payment shall be as follows: Current recipients of supplemental pay shall receive the rate of pay as stipulated in Appendix D.

B. Expenses of Traveling Employees

Whenever possible, as determined by the Superintendent, schedules of employees who are assigned to more than one school shall be arranged so that such employee shall not engage in inter-school travel of more than one round trip per day. The Superintendent shall determine the reporting station of each traveling employee. Employees, when required by the administration to use their own vehicle in the performance of school-related, out-of-district activities shall be reimbursed at the per mile rate established by the State of Iowa.

ARTICLE VIII – INSURANCE

A. Types

The Board agrees to provide all employees the following insurance protection.

(1) Health and Major Medical

For each employee the Board shall pay the amount of the full single premium for the Marsh Protector 500 (EQG) Insurance whose coverage shall be substantially equivalent to the PPO 500 plan of 2003-2004.

Additional family members may be protected in the program at the option of the employee. For each employee who elects the option of family insurance, the Board shall pay \$25 per month toward the additional premium. The remainder of the premium is to be at the employee's expense.

Part-time employees, defined as working 20 hours or more, shall receive premium benefits at a prorated amount commensurate with their contract, or, if the insurance carrier does not allow a part-time employee to receive insurance coverage, the employee may elect to have the dollar amount applied to a health insurance plan of his or her choice.

(2) Job Related Injury

When an employee is injured by a cause arising out of and in the course of the employee's employment and receives workmen's compensation under the Iowa Workmen's Compensation Act, the employer agrees to pay the difference between the employee's regular rate of pay and the benefits received under workmen's compensation. The amount of payments made by the employer to the employee shall be charged against the accumulated sick leave of the employee.

(3) Long Term Disability

The Board agrees to pay the full cost of the present long-term disability insurance plan for each employee.

B. Coverage

The board-provided insurance premium shall be for twelve consecutive months. Employees new to the district shall be covered by board-provided insurance by the first of September.

C. Descriptions

The board shall provide each new employee a description of the insurance coverage provided herein within ten days of the beginning of the school year or date of employment, which shall include a clear description of the conditions and limits of coverage as provided above. The board will be responsible for providing insurance information in the form of applications and enrollment meetings.

D. Continuation

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above-mentioned benefits shall continue through the balance of the school year so long as the employee remains in the employ of the district.

Employees on paid leave shall continue to have Board contributions made according to the level described above.

Employees on non-paid leave for (1) month or longer shall have the option to continue any or all of the Board paid programs by paying the premiums themselves to the Board on or before the billing date.

- E. In the event of change in insurance carriers the Association President shall be notified of such contemplated change at least thirty (30) days prior thereto and the Association shall have the opportunity to meet and confer with the Board concerning the designation or selection. The final decision as to selection shall remain in the exclusive discretion of the Board.

F. Life Insurance

The Board agrees to provide a \$25,000 term life insurance policy for the employee. The cost of this will be pro-rated for part-time employees similar to our health insurance plan. This plan includes an accidental death and disability benefit.

ARTICLE IX - LEAVES

A. Sick Leave

(1) Accumulative Benefits

Commencing with the 1976 -1977 school year all employees covered by the terms of this collective bargaining agreement shall be entitled to sick leave for personal illness, maternity, or injury with full pay on the following basis:

1st year of employment in district.....	12 days
2nd year of employment in district.....	13 days
3rd year of employment in district.....	14 days
4th year of employment in district.....	15 days
5th and subsequent year of employment in district.....	16 days

Unused sick leave shall be accumulated from year to year with a maximum accumulation of one hundred fifteen (115) days. In the event of a question concerning whether a particular employee was, in fact, sick, the employer may require a doctor's certificate certifying that the employee was sick on the date claimed, which certificate shall be furnished at the employee's expense but for which employer will reimburse employee to the extent of \$50.00.

(2) Miscellaneous

In the event of a foreseeable need for the use of sick leave by an employee, the employee shall notify the building principal as soon as employee foresees the necessity to alter employment commitments. Such notification shall be in writing advising of the date the employee expects to commence leave and the date the employee expects to resume full employment commitment.

If differences of opinion exist as to the employee's physical or mental ability to continue or resume the duties of employment, the same shall be resolved by a written statement from the employees attending physician. If the employer is still not satisfied the employer may request another physician's opinion; this physician to be mutually selected by both the employer and employee. The expense of this examination shall be at employer's expense.

(3) Special Circumstances

Non-accumulative additional sick leave benefits may be extended if in the sole and exclusive discretion of the employer the same is warranted, which decision shall not be subject to grievance procedures.

For the purpose of determining salary schedule for the ensuing year, if the employee shall have worked at least one hundred ten (110) school days of the contract year, the employee shall be placed at the same position on the next year's salary schedule (i.e., "step") as if the employee had taught in the district during the entire period of such leave of absence; if the employee worked less than 110 school days, the employee, upon return will be placed on the next year's salary schedule at the same "step" as when the leave of absence was taken.

(4) Notice of Accumulation

The employee will be furnished a written accounting of accumulated sick leave days no later than June 22 of each school year.

If there is an error and/or omissions from the accumulated sick days that the District records show available per employee the employee must notify the District within thirty (30) calendar days after the start of the ensuing school year. If the District publishes notice of the days available, failure to protest will be deemed agreement with the District records.

(5) Sick Pool Leave

A sick leave pool of 90 (ninety) days shall be established for employees who need to use sick leave days beyond the number of accumulated days allotted to them. Employees are eligible for the pool only if their accumulated sick leave is less than the 90 day waiting period for disability insurance. Participation is voluntary for employees who contribute a day to the sick leave pool. The Board shall fill the remaining days to equal 90 days. To be eligible, the employee shall sign up or cancel before September 1. Once enrolled, the eligibility is automatically continued every year until canceled by the employee.

Employees must request in writing to the Superintendent that they wish to apply for pool benefits. An employee may use up to one-fourth of the number of days in the pool at the time of application. At this time, employees will sign a note

for the amount they are to receive with the Board as payee. Sick leave pool days will be paid back at the minimum rate of seven (7) sick leave days per year until the full amount is paid.

An employee who still owes the pool but who leaves the system because of a voluntary resignation shall be liable to the board for the days owed, and payment shall be made prior to receiving the last paycheck for the contract period for the amount of substitute teacher pay expended when the sick leave pool days were taken. Employees who are medically disabled that are not returning to work, and employees who are terminated, on layoff, or retire will not be required to replace days drawn from the pool and are excluded from the pay back. The Board will replenish days as needed for days lost to retirement, termination, or layoff.

B. Temporary Leaves of Absence

(1) Personal Leaves

At the beginning of each school year all employees covered by this Agreement shall be credited with two (2) days to be used for personal leaves of absence. These days may be used in one-half blocks as long as two such half days are before the lunch period and two such half days are after the lunch period. This shall not be accumulative. Days granted for personal leaves shall not include the first day of school or the last three weeks of school which includes in-service days. Personal leave shall not be granted on the day preceding or following a holiday or vacation period. Furthermore, during the months of April, May and June employees may use only one personal leave day per month. No more than two teachers shall be absent for personal leave at the same time from any building. Employees who plan to use personal leave shall notify the building principal at least two (2) school days in advance except in a case of emergency as determined by the building principal. Two unused personal days may be carried over to the next school year, but maximum days accumulated shall not exceed four days in any one year. If all personal days have been used, with administrative approval, the employee may be granted three additional personal leave days. The employee granted this leave will have deducted from his/her pay an amount equal to the cost of a regular substitute teacher's daily wage.

(2) Jury and Legal

Employees who are called for jury service will receive the difference between their pay as jurors and their regular daily rate of pay. An employee called for jury service or subpoenaed to appear before a judicial tribunal will notify employer within 24 hours after notice of call to jury duty or service of subpoena and suitable proof of jury service pay shall be presented to the employee. On any day when the employee is excused from jury duty during regular working hours he will report to work within one hour thereafter if school will still be in session.

(3) Professional Leave

Each employee covered by this agreement may make application for professional leave, which application shall be made to the principal at least one week in advance of the proposed leave. Such leaves shall be used for the purpose of:

- a) Visitation to view other instructional techniques or programs.
- b) Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions or organizations.

The decision to grant such leave shall be in the discretion of the administration and shall not be subject to grievance procedures. Days granted for professional meetings and conferences shall be mutually agreed to by the employee and the administration.

(4) Bereavement

A leave of five (5) days on full pay will be granted in case of a death in the immediate family of the full-time or regular part-time employee, said immediate family being limited to the following relatives: parent, child, wife, husband, brother, sister, step-child, mother-in-law, father-in-law, or any member of the household of the employee. In the case of the death of any other relative absence for one (1) day shall be allowed without loss of pay for attendance at the funeral.

The administration shall have the power to extend the above provisions in any specific instance and to extend the above provisions to apply to the case of the death of a person whose personal relations to the employee were in fact equivalent to the ties of blood recognized in the above provisions.

(5) Association Leave

Not more than six (6) days shall be available to representatives of the Association in the aggregate to attend conferences, conventions, or other affiliated organization activities. No more than two Association members shall be absent on the same day for Association leave and no single employee may use more than a total of three (3) Association leave days.

- (6) Leaves of absence set forth under Paragraph B (1-5) shall not be charged against accumulated sick pay of employees.

(7) Immediate Family Illness

- a) Employees shall be granted leave of absence at full pay for serious illness or emergencies in the immediate family (spouse, children, mother, and father) as approved by and in the sole discretion of the Superintendent of Schools. Days missed will be deducted from accumulated days of sick leave or if sick leave has been used, pay will be deducted according to the terms of the employee's contract.
- b) Employees shall be allowed to use two days of sick leave when a dependent child is sick.

(8) Other Temporary Leaves With Pay

Other temporary leaves of absence with pay shall be granted in writing by the principal for good cause shown. The sole discretion for granting leave under this provision shall be the Board's and shall not be subject to grievance procedures.

(9) Other Temporary Leaves Without Pay

Other temporary leaves without pay may be granted by the Board upon request and good reason therefore being shown. The decision to grant the same shall be in the discretion of the Board and shall not be subject to grievance.

C. Extended Leaves

- (1) Employees may be granted extended leaves of absence by employer for good cause shown. The decision as to whether the leave of absence will be granted shall be solely and exclusively with the discretion of the employer, which decision shall not be subject to grievance procedures. Such extended leaves shall be without pay and shall not exceed the period of twelve (12) calendar months. As a prerequisite to preservation of return rights, in the case of extended leave (other than military, which same are governed by Chapter 29A, 1975 Code of Iowa) the employee may be required to enter into a contractual commitment of continued service to the district for a period of up to three (3) school years following return.

(2) Educational Improvement

A leave of absence without pay not to exceed one (1) year may be granted to an employee upon written application for the purpose of engaging in studies related to professional improvement at an accredited college or university. The applicant shall have taught continuously within the district for at least five (5) years prior to making such an application. No more than one employee shall be entitled to such leave of absence in any school year. In the event that more than one employee makes application for such educational improvement leave, the discretion for granting the leave shall be solely that of the Superintendent and shall not be subject to grievance procedures; in the event that all qualifications are otherwise equal, the employee with the longest continuous tenure in this district shall receive the leave. As a prerequisite to preservation of return rights upon the same position on the salary schedule as would have accrued if the employee had taught in the district during such period, the employee shall be required to enter into a contractual commitment of continued service to the district for a period of up to two (2) school years following return.

(3) Miscellaneous Leave

An unpaid leave of absence for up to two years may be granted an employee by the Board upon recommendation of the Superintendent.

(4) Family and Medical Leave Act

Employees of the District are entitled to unpaid, paid, or combination paid and unpaid family and medical leaves subject to the Family and Medical Leave Act of 1993 and the federal regulations implementing the Act. This inclusion shall in no way reduce or adversely impact their provisions or practices of this Master Contract.

ARTICLE X - EMPLOYEE WORK YEAR

A. In-School Work Year

(1) Regular Contract

The in-school work year - shall include one hundred and ninety (190) work days, including holidays, orientation days, and student attendance days. An additional work day may be added to the above one hundred ninety work days causing the in-school work year to be one hundred ninety one (191) days if one of the following events occur during the school year: AEA in-service day or Corn Bowl Conference in-service day. Teachers new to the system may be required to attend an additional 1 day at the beginning of the year. If the Legislature requires the District to add one or more professional development days to the school year, the District agrees that it will only add the required number of staff development days and will pay all moneys provided by the Legislature for such days on a pro-rata per diem basis. This above agreement shall be non-precedent setting.

(2) Non-Attendance

Employee attendance shall not be required whenever student attendance is not required due to inclement weather or other emergency closings.

B. Holidays

The regular and extended contract of employee shall include five (5) paid holidays. Such holidays shall be Labor Day, Thanksgiving, Christmas, New Year's Day, and Memorial Day. No employee shall be required to perform school-related duties on any of the above related holidays.

C. Calendar Committee

A committee consisting of no more than three members appointed by the Association shall advise as to the school calendar. Final determination of the calendar shall rest in the sole discretion of the Board.

D. In-Service Committee

An In-Service committee consisting of no more than three members appointed by the Board and no more than three members appointed by the Association shall advise as to In-Service training including the scope and scheduling of in-service programs.

E. Work Days

One half of the last scheduled school day of the 1st and 3rd quarters will normally be designated by the Supt. to allow teachers to fulfill their duties of individual planning, preparation, and student evaluation.

The educational standards that became effective in 1989 cause the above paragraph to be in conflict with these standards. The below paragraph will replace the above paragraph effective in 1989-90. Should the standards ever change such that the above would be possible then the above, not the below, would be the policy in the district would follow.

On the last day of the first and third quarters school shall be dismissed at the completion of the five and one-half hour student day prescribed by education standards. The purpose of this early dismissal is to allow teachers to fulfill their duties of individual planning, preparation, and student evaluation. The employee's day will end fifteen minutes after the departure of the route busses.

One day after the last scheduled school day of the 2nd and 4th quarters will normally be designated by the Superintendent to allow teachers to fulfill their duties of individual planning, preparation, and student evaluation. Up to one-fourth of each of these two days may be used by the Administration for staff meetings.

F. Pre-School Preparation

At least eight hours of the time designated for pre-school work days and orientation days shall be made available for the purposes of individual preparation, room readiness and planning. The scheduling of such hours shall remain in the sole discretion of the administration. Should an employee not require the allotted eight hours for such purposes, such of the eight hours as is not required may be devoted to such other purposes as mutually agreed upon by the employee and administrator.

ARTICLE XI - EMPLOYEE HOURS AND LOAD

A. Workday

(1) Length of Workday

The basic teacher's workday shall consist of eight hours which shall include a duty-free lunch period as provided under Section C of this Article.

(2) Arrival and Dismissal Time

The specific hours at any individual building may vary according to the needs of the educational program. Employees will report for duty at their assigned station by 8:00 AM and will remain on duty until 4:00 PM, unless assigned by the administration to other school-related duties. On Fridays, or on days preceding vacations, or Thanksgiving, Christmas, or Easter, the employee's day will end 15 minutes following the dispatching of the final route school bus from Rockwell building unless assigned to after school bus supervisory duty. In the event an employee furnishes a satisfactory showing that a medical or dental appointment is involved and obtains the approval of the Superintendent or his designee, the employee may leave before the scheduled dismissal time but after the students leave the employee's building. Such early leaving shall not result in loss of pay. The discretion to grant such approval shall be non-grievable.

(3) Flexible Time

The employee may elect to work a flexible time schedule in which the normal 8 hour day is other than 8-4. The flex hours must be arranged with the employee's principal. The flex hours must be set up in quarterly intervals. Exception to this must have the approval of the building principal. Any flex time must insure the employee's availability 15 minutes before and after the student's day. Scheduled meetings also take precedent over flex time schedule. The teacher will be expected to adjust their schedule to insure attendance at meetings.

B. Meetings

- (1) Employees may be required to remain after the end of the regular workday without additional compensation for the purpose of attending faculty or other professional meetings. Such meetings should last no longer than 4:30 PM. After school meetings shall not be called on Fridays or on other days immediately preceding any holiday or vacation or other day upon which teacher attendance is not required at school, except only in the case of an emergency as determined by the Superintendent or his designee.
- (2) Employees may be required to arrive before the commencement of the regular workday without additional compensation for the purpose of attending faculty or other professional meetings. Such meetings should end no later than 10 minutes before commencement of the first class.
- (3) A total of no more than three meetings each month may be called either before or after arrival or dismissal time as specified in A.(2) above. Additional meetings may be held with the approval of the Association president of the Association building representative.

C. Lunch Periods

Employees shall have a duty-free lunch period of an average of 25 minutes per day in a quarter. In no instance shall the said period be less than 15 minutes. Assignments to such lunch periods will be made by the building administrator.

D. Preparation Time

Full-time classroom employees shall, in addition to their lunch period, have daily preparation time during the pupils' school day during which they shall not be assigned to any other duties as follows:

- | | |
|---|--------------------------------|
| (a) Elementary School | 250 minutes/week |
| (b) Senior High School | 1 class period/day |
| (c) Shared time personnel | 250 minutes/week |
| (d) Senior High School (block schedule) | 1 class period every other day |

(Elementary and high school physical education, vocal and instrumental music, art, librarian, counselor, remedial and learning disability)

In the event an employee is assigned a compensated extra-curricular activity during the school day, the employee may be assigned four preparation periods per week in lieu of the foregoing.

Part-time employees shall have daily preparation time pro-rated in proportion to the pupil contact hours per day worked in their respective assigned duties.

E. Extra Compensation for Released Time

Regular employees may volunteer for temporary substitute duties during their preparation time. In the absence of volunteers an employee may be assigned to serve as a temporary substitute. Such assignments shall be arranged by the principal of the school in question and distributed as equitably as possible among the employees in said school but shall be made in the sole and exclusive discretion of the principal.

The employee so assigned will receive credit for such substitute periods up to a total of 14 periods per year. "Period" as used herein shall mean classroom duty equivalent in terms of time to a 50-minute teaching session. Said credits shall not accumulate from one year to another. The employee so assigned may, by written direction submitted to the Superintendent, elect to receive compensation for such periods as hereinabove defined at the rate of \$13.00 per period as defined or \$26.00 per period for block.

F. School Activities

In addition to the basic school day, teachers shall be required to reasonably participate in school activities beyond the basic teacher's workday. Employees may be assigned a maximum of three extra-curricular activities as determined by the Principal, Superintendent or Board which shall be uncompensated. Additional extra-curricular activities in excess of three assignments will be compensated at the rate of \$10.00 per qualifying additional event unless the employee has indicated a desire to accept an activity pass for the school year. Extra-curricular activities which do not qualify for compensation are: Attendance at Christmas program and attendance at athletic banquets or awards ceremonies. Events which qualify for compensation if assigned in excess of three are as follows: ticket taking, attendance at athletic events if assigned, attendance at school dances if assigned, chaperoning pep busses if assigned. Any teacher electing to receive a family activity pass is deemed to waive his or her right to be compensated for assigned events over and above three in number as hereinabove specified. If the teacher elects not to accept the family activity pass then he or she will qualify for additional compensation if assigned in excess of three extra-curricular activities as above defined. It is also agreed that the assignment of extra-curricular activities shall be equitably distributed among the employees.

ARTICLE XII - HEALTH PROCEDURE

A. Physical Fitness - New Employees

Each school employee shall file with the Board of Education at the beginning of said employee's service a written medical report of a physical examination by a licensed physician, osteopathic physician, or advanced registered nurse practitioner certifying physical fitness for teaching and freedom from tuberculosis. Such medical report shall be on file in the office of the Superintendent on or before the first day of classroom activity. The Board may require a subsequent examination when, in its judgment, such an examination is relevant to an employee's performance or status. The Board shall pay the cost of such examination.

ARTICLE XIII - SAFETY PROCEDURES

- A. The employer will assure insofar as possible safe working conditions for its employees pursuant to applicable law. In the event of a bomb threat no employee shall be required to search therefor.
- B. A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another teacher or student.

ARTICLE XIV - TRANSFER PROCEDURES

A. Voluntary

(1) Definitions

For the purpose of this Article the movement of an employee to a different academic class assignment, grade level, curricular or extra-curricular subject area, or building pursuant to request of the employee shall be considered a voluntary transfer.

(2) Notification of Vacancies

(a) Date

The Superintendent shall post a list of the vacancies which occur during the school year and for the following school year upon knowledge of vacancies.

(b) Filing Requests

Employees who desire a transfer as hereinabove defined may file a written statement of such desire with the Superintendent. Such statement shall identify the grade and/or subject to which the employee desires to be transferred in order of preference. Such request for transfers for the following year shall be submitted not later than thirty-six (36) days after the date of contract issuance for the succeeding school year or December 1 for the second semester.

- (3) Requests for voluntary transfer shall not be refused for arbitrary and capricious reasons. Such transfers shall be made at the initiative of the Superintendent of Schools, other administrative staff members, or at qualifications of the applicant and the needs of the school district as determined in the sole and exclusive discretion of the administration. In the event of the denial of such application, the Superintendent will upon request by the employee set out the reasons for such refusal in writing to the employee.
- (4) Administrative-initiated Voluntary Transfer – When an individual agrees to a request by the District to transfer to an assignment that requires the individual to obtain temporary certification, the Board shall pay \$50 of the fee for the temporary certification for the first year of certification.

B. Involuntary

(1) Definition

For the purposes of this Article the movement of an employee to a different academic class assignment, grade level, curricular or extra-curricular subject area, or building by the Superintendent or his designee without voluntary application having been first submitted by the employee shall be considered an involuntary transfer.

(2) Voluntary Requests

Prior to filling a position by means of involuntary transfer the Superintendent shall ascertain whether any requests for voluntary transfer to such position are on file as provided under Section A above. If any such voluntary requests are on file, the Superintendent shall determine the qualifications of the voluntary applicants for the position and if he determines any applicant qualified, the vacancy shall be filled from that source rather than by involuntary transfer. If the Superintendent determines to the contrary, the position shall be filled by the Superintendent through involuntary transfer. Such determination by the Superintendent shall be in his sole discretion and shall not be subject to grievance procedure.

(3) Notification

Notice of an involuntary transfer shall be given in writing to the affected employee within fifteen (15) days following the Superintendent's determination. A meeting to discuss the changes shall be scheduled within 10 days of the notification.

ARTICLE XV - PROCEDURE FOR NEGOTIATIONS

A. Commitment to Negotiations

The Board and the Association agree to negotiate in accordance with Chapter 20 of the Code of Iowa. The intent of the negotiations is to reach an agreement between the parties. Articles tentatively agreed to shall be initialed by each party and shall be set aside and will be reconsidered only by mutual consent of the parties.

B. Requests for Meetings

Requests for the beginning of negotiations regarding a new contract may be initiated by either party. Request for the initial meeting shall be made in writing to the designated representative of the other party. Within a reasonable time, and no later than fifteen (15) days after the receipt of the letter, a mutually convenient time and place for a meeting shall be established. All meetings following the initial meeting shall be agreed upon by negotiations representatives.

C. Negotiation Teams

Each party shall have the sole control over the selection of its bargaining representatives. Each party shall empower its representatives with the authority to act as its representatives in the negotiations process for the purpose of reaching tentative agreement on items being negotiated.

D. Access to Information

The Association shall be furnished on request regularly and routinely prepared information concerning the financial condition of the school including annual financial report and adopted budget. In addition, the Board and the administration will reasonable requests for the available and pertinent information which is relevant to negotiations and / or the processing of grievances on this contract. Nothing herein shall require the Board or administration staff to research and assemble information. The relevant information need not be provided in precisely the form requested, but may be summarized by the Board or administration and normal inspection procedures and charges can be required.

ARTICLE XVI - EVALUATION PROCEDURE

A. Notification - Assigned Employees and Multi-Level Employees

By September 1 of each school contract year the building principals shall acquaint all employees under their supervision with the evaluation procedures, the instruments to be used, the Iowa Teaching Standards and criterion, and the district-adopted descriptors. Employees assigned to more that one (1) attendance center shall be notified by the building principal responsible for their evaluation. In the event of any changes in evaluation procedures, the building principals shall acquaint all employees under their supervision with such changes.

B. Observations

All formal evaluations of any employee shall be with the full knowledge of the Employee. The administration may make informal visits at its discretion. If an informal classroom observation would negatively impact the evaluation the employee shall be notified in writing within one (1) working day of the visit. Within five (5) days a conference will be held and the employee will have the right to submit an explanation, other written statements, or other supportive evidence in response.

C. Schedule

At least two (2) formal observations will be conducted for each teacher in year one (1) and two (2). The formal observations must be conducted prior to March 30. One of the formal observations will be of extended duration. Teachers with an initial provisional license shall be formally evaluated with the comprehensive / summative evaluation developed by the Iowa Department of Education.

(2) Career teachers employed in the district shall have their teaching performance formally evaluated at least once every three (3) years. Career teachers shall be formally evaluated with the document entitled Individual Career Development Plan and Performance Review. This shall be in compliance with Chapter 284 of the Iowa Code.

(3) Additional formal observations may be made at the discretion of the administration or the request of the employee.

D. Formal Evaluation Procedures

All formal evaluation observations shall be pre-announced to the teacher who is being evaluated and not unduly interfere with the normal teaching-learning process.

(1) Pre-observation conference

A pre-observation conference must be held between the appropriate evaluator and the employee at least one (1) day prior to the observation so that both may be aware of the objectives, methods, and materials planned for the performance situation to be observed.

(2) Length

Each formal written evaluation shall be preceded by one (1) classroom observation of at least 25 minutes.

(3) Conference and Copy

The formal written post observation form shall be given to the employee and a Conference held between the employee and principal or evaluator within five (5) school Days following the classroom observation. As part of the post-conference the evaluator shall identify the standards and criteria in which the teacher has demonstrated competence (1) during formal and informal observations and (2) in written material developed by the teacher.

During the post-observation conference or at another meeting, the teacher and evaluator shall identify the teacher's current status in meeting the eight (8) Iowa Teaching Standards and discuss any additional artifacts and information that are needed to document the Iowa Teaching Standards. The teacher and evaluator shall continue to meet to review additional documents and continue to identify the teacher's status in documenting the eight (8) Iowa Teaching Standards.

Within five (5) school days after the post-observation conference, each employee Shall receive in writing a list of which standards have been sufficiently met and which standards have not been met along with a copy of his/her post observation form. The employee and the evaluator shall each sign the post observation form; the signature by the employee shall not necessarily mean agreement with the observation but rather awareness of the content.

If the evaluator determines that the teacher has not met all eight (8) standards, then the evaluator shall inform the teacher which standard(s) have not been met and the evaluator shall determine what information the evaluator needs in order to indicate the teacher meets all eight (8) standards by the end of March. All observations need to be completed by April 30th.

By April 30, for those teachers in their second year of teaching, the evaluator shall complete the Comprehensive Evaluation and meet with each teacher to discuss the evaluation.

By April 30, the evaluator shall complete the Performance Review for those teachers beyond their second year of service and arrange a meeting with the teacher to discuss the review. The evaluator shall provide the teacher with a copy of the completed

Performance Review at least one (1) day prior to the meeting. If the evaluator determines that the teacher has not met all eight (8) standards, then the evaluator shall inform the teacher which standard(s) have not been met and identify the information and evidence used to make the decision.

(4) Responses

If the employee feels any evaluation is incomplete, inaccurate or unjust, he/she may put his/her objection in writing and have it attached to the evaluation report to be placed in his/her personnel file. The file copy of such objections shall be signed by both parties to indicate awareness of the content. Any written statement by the employee shall be made at the time of the evaluation conference or within fifteen (15) school days of the conference.

E. Career Development Plan

1. By October 1 of each year involving a career development plan, the teacher shall determine goals for his/her individual Career Development Plan that shall be approved by the principal.
2. The teacher and principal shall meet to discuss and agree upon the goals of the individual or group Career Development Plan by October 30.
3. The teacher shall implement the Career Development Plan.
4. Employees shall have a mid year meeting with their principal for the purpose of discussing the progress of their Career Development Plan. Modification of the plan can be initiated at any time by request of teacher or administrator.
5. The annual review of the individual career development plan shall occur at a meeting prior to May 15.

F. Remediation

The building principal shall provide the employee with definite, positive assistance to seek to improve the quality of teaching and to make efforts to reduce difficulties noted in any evaluation. Such assistance shall be noted in any evaluation. Such assistance shall be noted in writing, and an initialed copy retained by the appropriate supervisor and the employee. However, the methods used or results obtained shall not be subject to grievance procedure. Following remediation, re-evaluation shall be accorded that the employee in compliance with the procedures of this Article. Subsequent evaluation reports which fail to note that the same specific deficiency has been improved shall be interpreted to mean that adequate improvement has taken place.

G. Personnel File Review

- (1) Each employee shall have the right at any reasonable time to review the contents of his personnel file excluding college placement material marked "Confidential" or "Closed". A representative of the Association at the employee's request may accompany the employee in this review.
- (2) The Board or its Administrative representative, including principals, shall not establish any separate personnel file which is not available for the employee's inspection.

H. Personnel File Contents

- (1) Each employee's personnel file may contain the following:
 - (a) TB report and required medical information
 - (b) All formal teacher evaluation reports
 - (c) Copies of annual contracts
 - (d) Teaching certificates
 - (e) Copies of official personnel action
 - (f) Letters of commendation
 - (g) College placement material including official transcripts
 - (h) Other material mutually agreed upon
- (2) The employee shall have the right to respond to all materials contained in the file and to any materials to be placed in said file in the future. Such employee responses shall become part of said file.
- (3) Any complaints directed toward an employee which are placed in his personnel file are to be promptly called to the employee's attention in writing.

I. Personnel File Reproduction

The employee shall have the right to reproduce any of the contents of his file except for college placement papers marked "confidential" or "closed".

J. Purpose

The primary purpose of the evaluation procedures hereinabove set forth is to promote professional improvement and teacher effectiveness to the end that the instructional program has improved. It further seeks to protect employees from hasty or unjust criticisms and provides a procedure for identifying employee performance. This article deals with evaluation of classroom teaching practice only. Nothing herein shall preclude evaluation by such other means as may be requested by the employee or deemed pertinent by the administration subject to the right of the employee to review all evaluation reports and respond thereto if they become a part of the employee's personnel file. If procedures for the evaluation other than those covered in this article are to be used, the building principals shall acquaint the employees under their supervision with these procedures and their criteria within four (4) weeks after the beginning of the school contract year.

K. Right to Grieve

All teachers, except beginning teachers in their first (1) or second (2) year of teaching, who have been evaluated have the right to grieve such evaluation on the grounds that the evaluation criteria have been ignored or misapplied, or that the specified evaluation procedures were not followed.—Said grievance shall be filed within ten (10) contract days from receipt of the written evaluation of the employee.

ARTICLE XVII - REDUCTION OR REALIGNMENT OF STAFF PROCEDURE

- A. In the event that layoffs may become necessary because of a substantial change in the size or nature of student enrollment or because of limitations or because of curriculum revision, the determination of such necessity being in the sole, final and exclusive judgment of the Board of Education, staff reduction will be accomplished in the following manner:
- (1) The Board will first attempt to accomplish the same by attrition.
 - (2) If the reduction of staff cannot be accomplished by attrition, those employees with emergency or temporary certification shall be first laid off.
 - (3) If full certified employees properly endorsed by the State of Iowa are to be considered for layoff, those with the least number of years teaching in curricular area and having the least qualifications in terms of graduate study hours and professional degrees shall be laid off first. The following point system shall be used to ascertain the order of layoff: 2.0 points shall be assigned for each full year of accredited teaching employment in the Rockwell-Swaledale Community School District; 0.5 points shall be assigned for each full year of accredited teaching employment in an outside school district; 0.1 points shall be assigned for each semester hour of graduate credit; 2.0 points shall be assigned to an M.A. degree in the employee's curricular area and 5.0 points shall be assigned for a Ph.D. in the employee's curricular area. The employee with the fewest number of points so assigned shall be first laid off unless:
 - (a) reduction of that employee could not achieve reduction in the necessary curricular area or
 - (b) that employee's position is mandated by applicable statute or Department of Education Regulation and transfer or transfers of certified employee(s) to fill such area, in which case the employee next lowest in points whose reduction will achieve the necessary result, shall be laid off.
 - (4) In those situations where experience and qualifications as described are deemed equal, the Superintendent shall have the authority to consider the respective professional abilities and other criteria of the affected employees for the purposes of recommending to the Board which employee shall be laid off.
 - (5) If the Superintendent is unable to make a recommendation based upon such factors, then contract renewals will be given to the employees with the greater full-time continuous length of service in the district, as shown by the employee's signing date on the contract with the district.
- B. Laid-off employees shall be reinstated in inverse order of layoff if certified to fill the vacancies. No new or substitute full-time appointments shall be made while there are employees available who are eligible under the recall provisions of this Article and certified to fill the vacancy. Involuntary transfers shall not be made which prevent the reinstatement of laid-off employees under the recall provisions of this Article.
- C. Any employee laid off pursuant to the provisions of this Article shall have recall rights as set forth in the above paragraph to any position for which the employee

was certified at the time of layoff. Such recall rights shall exist for a period of two years from the 30th day of June of the school year when laid off. Employees so laid off shall also have the above stated recall rights to any position for which the employee becomes certified within a period of one year from the 30th day of June of the school year when laid off, conditioned upon the employee furnishing to the Superintendent written confirmation of the certification within 30 days after completion of certifications. Employees so laid off who become certified for vacancies more than one year but within two years from the 30th of June of the school year of layoff shall be given strong consideration for recall to such position, conditioned upon giving written notification to the Superintendent within 30 days after completion of certification.

- D. Any employee re-employed by exercise of recall rights will be reinstated at the same salary, related benefits and experience as if their last year of regular employment had been the year immediately prior to the year of re-employment (e.g. If at the time of layoff, the employee was on Step 10, employee upon reemployment would proceed to Step 11). During the two year period of layoff, while employee is eligible for recall, said employee may at his or her option, continue under the coverage provided by applicable "Board provided" insurances set forth in Article IX conditioned upon the employee paying the entire premium and acceptance thereof by the insurance carrier. If not recalled and upon expiration of said two-year period this option to continue coverage shall terminate.
- E. Any employee who is laid off for reasons of staff reduction or realignment shall be accorded the recall rights provided by this Article unless specifically waived in writing by the employee. The Board shall annually provide the Association with a current list of those employees who currently retain such rights.
- F. The Administration shall, in writing, notify the Association and each employee who will be affected by the provisions of this Article each school year on or before the date set by Iowa Code for notification which notice shall set forth the reasons for such staff reduction or realignment and the specific reasons for said employee's reduction.
- G. An employee shall be notified of recall in writing, specifying the vacancy and date of recall. After receiving the notice of re-employment he / she advises the Board in writing by certified mail that he / she accepts the position offered in such a notice and he / she will be able to commence employment on the date specified on the notice. Notice of recall or acceptance of recall shall be considered received when mailed by certified mail, return receipt requested, to the last known address of the party in question as shown on the school district's records. Notice shall be effective if personally delivered to the employee by Secretary of the Board or a person designated by the notice. The same time period previously indicated herein will be applicable.

ARTICLE XVIII - FINALITY AND EFFECT OF AGREEMENT

The Master Contract fully states the entire agreement of the parties and each party acknowledges that the terms herein set forth shall remain in full force and effect during the life of this Master Contract, except only as may hereafter be modified by mutual agreement of both parties.

ARTICLE XX - COMPLIANCE CLAUSE

A. Separability

- (1) Should any article, section, or clause of this Agreement be declared illegal by a Court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect while the Board and Association enter into negotiations to replace said illegal article, section or clause.
- (2) If an individual or supplemental contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

B. Printing Agreement

The expense of printing this Agreement will be shared equally by the Board and Association. At such time as individual contracts are forwarded to an employee newly hired into the District, a copy of the applicable Master Agreement will be transmitted to said newly-hired employee.

C. Notices

When any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party:

- (1) If by Association, to Rockwell-Swaledale Community Board of Education,
Rockwell-Swaledale Community School, Rockwell, Iowa 50469
- (2) If by Board, to Rockwell-Swaledale Education Association, at P.O. Box 60,
Rockwell, Iowa 50469

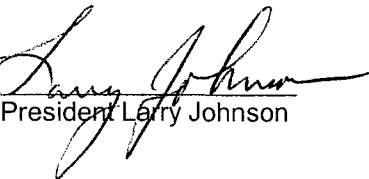
D. Duration Period

THIS AGREEMENT shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2007.

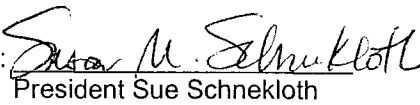
E. Signature Clause

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents as attested by their respective negotiators, and their signatures, placed hereon, all on the 16th day of February, 2006.

ROCKWELL-SWALEDALE
COMMUNITY SCHOOL DISTRICT

By: 
President Larry Johnson

ROCKWELL-SWALEDALE
EDUCATION ASSOCIATION

By: 
President Sue Schneklott

ATTEST:


Negotiator Tom Fey


Negotiator Marcia Boster

APPENDIX A - GRIEVANCE REPORT

PERB # _____

Date Filed

Rockwell-Swaledale
Community School District
_____ Building

Distribution of Form
1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

Name of Grievant

SECOND STEP

A. Date Grievance Occurred _____

B. Section(s) of Contract Grievied _____

C. Statement of Grievance _____

D. Relief Sought _____

Date _____ Signature _____

E. Disposition by Principal or Immediate Supervisor _____

Signature of Principal or Immediate Supervisor _____

Date _____

THIRD STEP

- A. _____
Signature of Grievant _____ Date Received by Superintendent or
Designee _____
- B. Disposition by Superintendent or Designee _____

Signature of Superintendent or Designee _____
Date _____

FOURTH STEP

- A. _____
Signature of Grievant _____ Signature of Association President _____
- B. _____
Date Submitted to Arbitration _____ Date Received by Arbitrator _____
- C. Disposition and Award of Arbitrator _____

Signature of Arbitrator _____
Date of Decision _____

APPENDIX B - DUES DEDUCTION AUTHORIZATION FORM

For Employer use only
Do not fill out.

Authorization for Payroll
Deduction for Education Association
Dues

Employee No.

First Name Initial Last Name

Date Started Amount

Changes

Date Amount

Date Amount

Date Amount

I hereby request and authorize the Board of Education of the Rockwell-Swaledale Community School District as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me and on my behalf to the treasurer of the Rockwell-Swaledale Education Association.

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through May from the date hereof and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer.

Date _____ Signature _____

Social Security No. _____

APPENDIX D - SUPPLEMENTAL PAY

<u>ACTIVITY</u>	<u>% OF B.A. BASE</u>
ATHLETIC DIRECTOR/FFA SPONSOR	10.5%
HEAD COACH - VARSITY (Football, Boys' Basketball, Girls' Basketball, Baseball, Softball, Volleyball)	10.5%
ASSISTANT COACH - VARSITY (Football, Boys' Basketball, Girls' Basketball, Baseball, Softball, Volleyball)	7.5%
HEAD COACH - VARSITY (Boys' Track and Girls' Track, Cross Country Boys' and Girls' Golf Combined)	7.5%
HEAD COACH - VARSITY (Boys' and Girls' Golf Combined, Boys' Track and Girls' Track)	7.5%
ASSISTANT COACH - VARSITY (Boys' Track and Girls' Track)	5.5%
JUNIOR HIGH COACH (Football, Boys' Basketball, Girls' Basketball)	6.0%
JUNIOR HIGH COACH (Boys' and Girls' Track Combined)	9.0%
JUNIOR HIGH COACH (Boys' Track, Girls' Track and Girls' Volleyball)	4.5%
ASSISTANT JUNIOR HIGH FOOTBALL	4.5%
INSTRUMENTAL MUSIC	6.5%
VOCAL MUSIC	4.5%

APPENDIX D - SUPPLEMENTAL PAY (con't)

<u>ACTIVITY</u>	<u>% OF B.A. BASE</u>
YEARBOOK ADVISOR	6.0%
NEWSPAPER ADVISOR	3.5%
WEB MASTER	3.5%
DRAMA / PER PRODUCTION	3.0%
JUNIOR CLASS SPONSOR	3.0%
HIGH SCHOOL CHEERLEADING	6.0%
JUNIOR HIGH CHEERLEADING	1.0%
CONCESSIONS (To be divided among workers)	2.0%
HIGH SCHOOL STUDENT COUNCIL ADVISOR	3.0%
JUNIOR HIGH STUDENT COUNCIL ADVISOR	1.5%
NATIONAL HONOR SOCIETY	1.0%

BASE = \$23,800

% of Base Yrs/Exp	1.00%	1.50%	2.00%	3.00%	3.50%
BA-3 (1-5)	\$267	\$400	\$533	\$800	\$933
BA-4 (6-10)	\$276	\$414	\$552	\$828	\$966
BA-5 (11+)	\$286	\$428	\$571	\$857	\$1000
	4.50%	5.50%	6.00%	6.50%	7.50%
BA-3 (1-5)	\$1200	\$1466	\$1599	\$1733	\$1999
BA-4 (6-10)	\$1242	\$1518	\$1656	\$1875	\$2071
BA-5 (11+)	\$1285	\$1571	\$1714	\$1856	\$2142
	8.50%	10.5%			
BA-3 (1-5)	\$2266	\$2799			
BA-4 (6-10)	\$2347	\$2899			
BA-5 (11+)	\$2428	\$2999			

SALARY SCHEDULE**2006-2007****APPENDIX E - TRADITIONAL SCHEDULE**

Step	INDEX	BA	BA+12	BA+24	MA	MA+15
0	1	\$23,800	\$24,250	\$24,700	\$25,600	\$26,050
1	1.04	\$24,752	\$25,220	\$25,688	\$26,624	\$27,092
2	1.08	\$25,704	\$26,190	\$26,676	\$27,648	\$28,134
3	1.12	\$26,656	\$27,160	\$27,664	\$28,672	\$29,176
4	1.16	\$27,608	\$28,130	\$28,652	\$29,696	\$30,218
5	1.2	\$28,560	\$29,100	\$29,640	\$30,720	\$31,260
6	1.24	\$29,512	\$30,070	\$30,628	\$31,744	\$32,302
7	1.28	\$30,464	\$31,040	\$31,616	\$32,768	\$33,344
8	1.32	\$31,416	\$32,010	\$32,604	\$33,792	\$34,386
9	1.36	\$32,368	\$32,980	\$33,592	\$34,816	\$35,428
10	1.4	\$33,320	\$33,950	\$34,580	\$35,840	\$36,470
11	1.44	\$34,272	\$34,920	\$35,568	\$36,864	\$37,512
12	1.48		\$35,890	\$36,556	\$37,888	\$38,554
13	1.52			\$37,544	\$38,912	\$39,596
14	1.56					\$40,638
15						
16						
17	1.6	\$38,080	\$38,800	\$39,520	\$40,960	\$41,680
18						
19						
20	1.64	\$39,032	\$39,770	\$40,508	\$41,984	\$42,722

BASE = \$23,800

	1.00%	1.50%	2.00%	3.00%	3.50%	4.50%
BA-3	\$267	\$400	\$533	\$800	\$933	\$1,200
BA-4	\$276	\$414	\$552	\$828	\$966	\$1,242
BA-5	\$286	\$428	\$571	\$857	\$1,000	\$1,285

	5.50%	6.50%	7.50%	8.50%	10.50%
BA-3	\$1,466	\$1,733	\$1,999	\$2,266	\$2,799
BA-4	\$1,518	\$1,795	\$2,071	\$2,347	\$2,899
BA-5	\$1,571	\$1,856	\$2,142	\$2,428	\$2,999

APPENDIX F - PHASE II SCHEDULE FOR 2006-07

STEP	DEGREE	BA	BA+12	BA+24	MA	MA + 15
0	1.00	1.00	1.02	1.04	1.08	1.10
1	1.04					
2	1.08					
3	1.12					
4	1.16					
5	1.20					
6	1.24					
7	1.28					
8	1.32					
9	1.36					
10	1.40					
11	1.44					
12	1.48					
13	1.52					
14	1.56					
15						
16						
17	1.60					
18						
19						
20	1.64					

Amounts to be determined on September 1, 2006

APPENDIX G - CONSOLIDATED SALARY SCHEDULE

This schedule will show the actual payments to teachers for each cell. The cells are the sum of the traditional salary schedule (Appendix E) and the Phase II Schedule (Appendix F). The traditional schedule shall be the basis of the Supplemental extra-curricular pay schedule. Amounts to be determined on September 1, 2006.

STEP	BA	BA +12	BA + 24	MA	MA + 15
0					
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12	XXXX				
13	XXXX	XXXX			
14	XXXX	XXXX	XXXX	XXXX	
15	XXXX	XXXX	XXXX	XXXX	XXXX
16	XXXX	XXXX	XXXX	XXXX	XXXX
17					
18	XXXX	XXXX	XXXX	XXXX	XXXX
19	XXXX	XXXX	XXXX	XXXX	XXXX
20					

APPENDIX H - APPLICATION FOR SICK LEAVE BANK

(File 3 copies)

I hereby authorize the Rockwell-Swaledale Community School District to contribute one day of my sick leave entitlement for the current year to the Sick Leave Bank.

Note: This authorization shall continue in effect from year to year unless revoked by me in writing on or before September 1 of the school year when the revocation is to take effect.

Date

Employee's Signature

Date Received: _____

By: _____

(3 copies: one to employee, one to Association, one to employer)